

# TENANTS PACKAGE COMPREHENSIVE FORM

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## COVERAGE C – PERSONAL PROPERTY

### Personal Property On Your Premises

We insure the contents of your “dwelling” and other personal property you own, wear or use while on your premises and which are usual to the ownership or maintenance of a “dwelling”.

If you are not the owner of the “dwelling”, we also insure dwelling improvements and betterments made by you or acquired at your expense but only in the portion you occupy as a private “dwelling”.

If you wish, we will include uninsured personal property owned by others while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.

### Personal Property Temporarily Away From Your Premises

We also insure your personal property while it is temporarily away from your premises anywhere in the world. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a “residence employee” travelling for you.

We insure the personal property of any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university.

The student must be dependent on the Named Insured or his or her spouse for support and maintenance and, must intend to return to the principal residence upon completion of the school year in order for this coverage to apply.

Personal property stored in a warehouse is insured, but for 90 days only, if the loss or damage is caused by an insured peril. Coverage will cease, except for loss by theft or attempted theft for the duration of the policy term, unless we have been notified within the first 30 days and endorse your policy accordingly.

Personal property normally kept at any other location you own is not insured.

### Moving Your Personal Property To Another Home

We insure your personal property while in transit to, and at another location, within Canada which is to be occupied by you as your principal “dwelling”. Coverage applies for 90 consecutive days commencing on the date personal property is removed from your principal “dwelling”, but not beyond the date the policy expires or is terminated. This coverage does not increase the “Amounts of Insurance”.

### Personal Property With Special Limits Of Insurance

Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below.

These limits are the most we will pay for insured loss or damage in any one “occurrence”.

| For all insured losses   |          |
|--|----------|
| Money or cash cards*   | \$1,000  |
| Business property, but only your premises                            | \$5,000  |
| Securities   | \$7,500  |
| Watercraft, their furnishings, equipment, accessories and motors     | \$3,000  |
| Utility trailers   | \$2,000  |
| Spare automobile parts   | \$1,000  |
| For theft or mysterious disappearance losses                         |          |
| Jewellery, watches, gems and furs                                    | \$10,000 |
| Coin or banknote collections   | \$1,000  |
| Stamp Collections  | \$2,500  |
| Each bicycle, its equipment and accessories                          | \$2,000  |
| Collectable cards (such as sports personality cards) and comic books | \$5,000  |

\* “Cash cards” mean cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank account or other account.

### Personal Property Not Insured

We do not insure:

- (a) data;
- (b) “business property”, other than as shown under Personal Property with Special Limits of Insurance;
- (c) samples and goods held for sale;
- (d) evidences of debt or title;
- (e) sporting equipment where the loss or damage is due to its use;
- (f) property in any fairground, exhibition or exposition for the purpose of exhibition or sale;
- (g) any property illegally acquired, kept, stored, or transported, or the proceeds of crime;
- (h) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (i) animals, birds or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism and malicious acts or collision of an automobile or common carrier in which the animal is being transported;
- (j)
  - a) motorised vehicles or their equipment except wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, golf carts, watercraft, lawn mowers, garden tractors including attachments and accessories or snow blowers, other than those used for compensation or hire;
  - b) camper units, truck caps, or their equipment;
  - c) aircraft or their equipment;
  - d) trailers, other than as shown under Personal Property with Special Limits of Insurance.

"Equipment" includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

"Equipment" does not include spare automobile parts.

#### **Damage To Dwelling**

You may apply up to \$5,000 of the "Amount of Insurance" on your personal property to pay for damage, not including fire damage:

- (i) to the "dwelling" directly caused by theft or attempted theft;
- (ii) to the interior of the "dwelling" directly caused by vandalism or malicious acts;
- (iii) to the "dwelling" directly caused by vehicle impact while the vehicle is being operated by you;
- (iv) to the "dwelling" caused unintentionally by you while repairing or maintaining the "dwelling" or premises.

We also insure loss or damage to the doors and glass that form part of your rental unit, caused by an insured peril, if you are responsible under the terms of your leasing agreement.

#### **Outdoor Trees, Shrubs, Plants And Lawns**

Up to 5% in all of the "Amount of Insurance" on your personal property may be applied to outdoor trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, theft, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism and malicious acts.

We do not insure items grown for commercial purposes.

## **COVERAGE D – LOSS OF USE OF YOUR DWELLING**

The "Amount of Insurance" for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

#### **Additional Living Expenses**

If, as a result of damage by an insured peril, your "dwelling" is unfit for occupancy or you have to move out while repairs of insured damage are being made, we insure any necessary increase in living expenses, including moving expenses, incurred by you so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your "dwelling" or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

#### **Prohibited Access By Civil Authority**

If a civil authority prohibits access to your "dwelling" as a direct result of damage to neighbouring premises by an insured peril under this policy we insure any resulting Additional Living Expense for a period not exceeding 30 days. We do not insure the cancellation of a lease or agreement.

## **INSURED PERILS**

You are insured against All Risks of direct physical loss or damage subject to the exclusions and conditions of this policy.

## **LOSS OR DAMAGE NOT INSURED**

We do not insure loss or damage:

1. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
2. occurring after your "dwelling" has, to your knowledge, been "vacant", for more than 30 consecutive days;
3. resulting from the intentional or criminal acts of, or the failure to act by,
  - a) any person insured by this policy; or
  - b) any other person at the direction of any person insured by this policy;
4. caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
5. caused by contamination from radioactive material;
6. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
7. caused by theft from the part of the "dwelling" rented to others, by any tenant, tenant's employee, or member of the tenant's household;
8. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
9. caused by birds, vermin, insects, raccoons or rodents, except loss or damage to building glass;
10. caused by wet or dry rot, mould, condensation, acid rain or contamination;
11. caused by smoke from agricultural smudging or industrial operations;
12. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage;
13. caused by settling, expansion, contraction, moving, bulging, buckling or cracking, except resulting damage to building glass;
14. caused by theft or attempted theft of property in or from a "dwelling" under construction or of materials and supplies for use in the construction until the "dwelling" is completed and ready to be occupied;
15. caused by vandalism or malicious acts occurring while your "dwelling" is under construction or "vacant" even if permission for construction or vacancy has been given by us;
16. to building glass unless your lease makes you legally responsible for replacing broken glass; in any event, we will not cover building glass while that portion of the building that you occupy is under construction or "vacant" even if permission for construction or vacancy has been given by us;
17. caused by water unless the loss or damage resulted from:
  - a) the sudden and accidental escape of water from a "water main";
  - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "domestic water container" , which is located inside your "dwelling";
  - c) the sudden and accidental escape of water from a "domestic water container" located outside your "dwelling" but such damage is not covered when the escape of water is caused by freezing;
  - d) water which enters your "dwelling" through an opening which has been created suddenly and accidentally by an insured peril other than water damage;
  - e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the "dwelling" through a roof;

but we do not insure loss or damage:

- i. caused by freezing during the usual heating season:
  1. within a normally heated portion of your "dwelling" if the heat has been intentionally turned off by you or at your direction; or
  2. within a normally unheated portion of your "dwelling";
- ii. caused by continuous or repeated seepage or leakage of water;
- iii. caused by the backing up or escape of water from a sewer, storm drain, drain, sump or septic tank;
- iv. caused by "ground water" or rising of the water table;
- v. caused by "surface waters" including flood, unless the water escapes from a "water main" or from a "domestic water container" located outside your "dwelling";
- vi. caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not;
- vii. to a "water main";
- viii. to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- ix. occurring while the building is under construction or "vacant" unless we have given permission for construction or vacancy.

nor do we insure:

18. wear and tear, inherent vice, latent defect, mechanical breakdown, deterioration, rust or corrosion;
19. the cost of making good faulty material or workmanship;
- 20.

- i) data;
- ii) loss or damage caused directly or indirectly by data problem. However, if loss or damage caused by data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;

21. scratching, abrasion or chipping of any personal property, or accidental breakage of any fragile or brittle articles;

22. loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to earthquake: flood of any nature, waves, tidal waves, tsunami, high water, waterborne objects or ice.

## BASIS OF CLAIM SETTLEMENT

### When Coverage Applies

We will pay claims for insured loss or damage up to your financial interest in the property, but not more than the applicable "Amount(s) of Insurance" for any loss or damage arising out of one "occurrence".

Any payment for loss or damage will not reduce the "Amount(s) of Insurance" provided under Coverage(s) C and D. Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses or expenses incurred by you for which you are liable.

### Deductible

All coverages under Coverage(s) C and D, are subject to a deductible, unless otherwise stated. The deductible amount is shown on the Declarations Page.

We pay only the amount by which the insured loss or damage exceeds the applicable deductible amount in any one "occurrence" when the loss is \$30,000 or less. If the loss is more than \$30,000, we pay the full amount.

If your claim involves Personal Property With Special Limits Of Insurance, these limits apply only to the amount of loss exceeding the deductible.

### Coverage C – Personal Property

1. For electronic media, we will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. We will not pay the cost of gathering or assembling information or data for reproduction.
2. For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
  - a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
  - b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
  - c) property that has not been maintained in good or workable condition;
  - d) property that is no longer used for its original purpose;for which we will pay only on the basis of actual cash value.

"Replacement cost" means the cost, on the date of the loss or damage, of the lesser of:

- (a) repairing the personal property with materials of similar kind and quality; or,
- (b) new articles of similar kind, quality and usefulness;

without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, but in no case more than one (1) year after the date of loss. Otherwise, we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost.

We will not pay more than the applicable limit under either the replacement cost or actual cash value basis for **Personal Property With Special Limits Of Insurance**.

### Dwelling Improvements And Betterments

If you replace or repair damaged or destroyed building improvements at your expense with materials of similar quality within a reasonable time after damage, we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired we will pay the actual cash value of the loss or damage at the date of the "occurrence".

### Actual Cash Value

The actual cash value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.

## ADDITIONAL COVERAGES

All additional coverages provided in this section are subject to the perils, exclusions, conditions, definitions, terms and provisions of this form.

## Change Of Temperature

While your personal property is in your "dwelling", it is covered up to the "Amount of Insurance" on your personal property for loss or damage due to a change in temperature resulting from damage to your "dwelling" or equipment caused by an insured peril.

## Credit, Debit Or Automated Teller Cards, Depositors Forgery And Counterfeit Paper Money

### 1. Coverages

We will pay for:

- a) your legal obligation to pay because of the theft or unauthorized use of credit cards issued to you or registered in your name provided you have complied with all conditions under which the card was issued;
- b) loss caused by the theft and use of your automated teller card provided you have complied with all the conditions under which the card was issued;
- c) loss to you caused by the forgery or alteration of cheques, drafts or other negotiable instruments;
- d) loss by your acceptance in good faith of counterfeit Canadian or United States paper currency.

### 2. Exclusions

We do not insure:

- a) losses caused by your dishonesty;
- b) losses arising out of your "business" pursuits;
- c) losses caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom you have entrusted the card.

The most we will pay under this coverage during the term of this policy is \$10,000. This coverage is not subject to a deductible.

## Debris Removal

The amounts of coverage shown on the Declarations Page include the cost of removing debris caused by loss or damage to property insured by this policy as a result of an insured peril.

However, when the amount payable for loss or damage to property equals the amounts of coverage, we will pay up to an additional 5% of the "Amount of Insurance on **Coverage C – Personal Property**" for debris removal expenses.

## Freezer Foods

We will pay for loss or damage to foods while contained in a freezer on your premises resulting from the failure of the freezer's refrigeration equipment caused by:

- mechanical breakdown of the unit;
- the accidental interruption of electrical power on or off the premises.

This coverage also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

We do not insure:

- loss or damage caused by your failure to use reasonable means to save the food from spoilage or to arrange restoration of the power supply;
- loss or damage caused by any process of refinishing, renovating or repairing the appliance;
- loss or damage resulting from the manual or accidental disconnection of the appliance from the dwelling power supply;
- expenses incurred in the acquisition of the food.

## Fire Department Charges

The Insurer will reimburse the "Insured" for fire department service charges for a total limit of \$5,000 for any one "occurrence" when:

- (a) The "Insured" has assumed such charges by Municipal contract or agreement prior to the loss;
- (b) The Fire department is called to save or protect the insured property from a peril insured against; and
- (c) The insured property is on the "premises" described in the Declaration(s) Page.
- (d) The "Insured" becomes legally obligated to pay to protect property from imminent hostile fire

Hostile fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

This coverage is not subject to a deductible.

The limit stated above does not reduce the amount of insurance.

## Inflation Protection

If there is a loss insured under Coverage C and D, we will automatically increase the "Amounts of Insurance" shown on the

Declarations Page, under Coverage C and D, by amounts which are solely attributable to the inflation increase

- since the inception date of this policy; or
- the latest renewal date; or
- from the date of the most recent change to the "Amounts of Insurance" shown on the Declarations Page, whichever is the latest.

On the renewal date of your policy, if required, we will automatically increase the "Amounts of Insurance" shown on the Declarations Page, under Coverage C and D, by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal date.

## Lock Repair Or Replacement

We will pay up to \$1,000 in all to replace or rekey at our option, the locks on the insured premises or your private passenger automobile(s) or the car ignition if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

## Mass Evacuation Additional Living Expense

We will pay any necessary and reasonable increase in living expense incurred by you while access to your "dwelling" is prohibited by order of civil authority but only when such order is given for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America.

You are insured for a period not exceeding 30 days from the date of the order of evacuation.

You are not insured for any claim arising from evacuation resulting from:

- (a) flood, meaning waves, tides, tidal waves or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
- (b) earthquake;
- (c) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- (d) any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;

(e) contamination from radioactive material.

The term "civil authority" shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a province and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

#### **Permission To Remove Property**

If you must remove insured property from your premises to protect it from loss or damage covered by this policy, it is insured by this policy for 90 days or until your policy ends - whichever occurs first. The "Amount of Insurance" will be divided in the proportions that the value of the property removed bears to the value of all property insured at the time of loss.

#### **Tear Out**

If any walls, ceilings or other parts of insured buildings or structures must be torn apart so that water damage covered by this policy can be repaired, we will pay the cost of repairing that which had to be torn apart.

The cost of tearing out and replacing property to repair damage related to outdoor "domestic water containers" or public "water mains" is not insured.

#### **Arson Or Theft Conviction Reward**

We will pay up to \$1,000 to any person, excluding law enforcement officers or agencies, for information which leads to a conviction for either arson or theft in connection with loss or damage to property insured by this policy. This coverage may increase the amount payable under the policy. However, the \$1,000 limit is the maximum we will pay regardless of the number of persons providing the information.

This coverage is not subject to a deductible.

## **DEFINITIONS**

**"Amount of Insurance"** means the maximum amount we will pay for any one "occurrence" or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on the Declarations Page.

**"Business"** means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

**"Business Property"** means property pertaining to a business, trade, profession or occupation, but does not include property used for "farming".

**"Camper Unit"** means a specially constructed unit with living quarters mounted and removable from a vehicle.

**"Data"** means representations of information or concepts in any form.

**"Data Problem"** means:

- erasure, destruction, corruption, misappropriation or misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to receive, transmit or use data.

**"Domestic Water Container"** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

**"Dwelling"** means the building or mobile home described on the Declarations Page, wholly or partially occupied by you as a private farm residence.

**"Farming"** means the ownership, maintenance or use of premises and machinery for the production of crops or the care or raising of livestock, including all necessary operations. Farming also includes the operation of roadside stands and farm markets maintained principally for the sale of your own farm products.

**"Ground Water"** means water in the soil beneath the surface of the ground, including but not limited to water in wells and in underground streams, and percolating waters.

**"Insured"** means the person(s) named as Insured on the Declarations Page and, while living in the same household:

- his or her spouse;
- the relatives of either; and
- any person under 21 in their care.

Spouse means a person

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least two (2) years; or
- in the following cases, for at least one (1) year if:
  - a child has been born or is to be born of their union; or
  - they have adopted a child together; or
  - one of them has adopted a child of the other.

In addition, a student who is enrolled in and attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Declarations Page.

**"Insured Peril"** means a cause of loss or damage insured under the coverage form stated on the Declarations Page.

**"Occurrence"** means a loss to insured property caused by one or more of the insured perils.

**"Premises"** means the land and building(s) contained within the lot lines on which the dwelling is situated.

**"Residence Employee"** means a person employed by you to perform household or domestic services or duties of a similar nature in connection with the maintenance or use of the insured premises but not persons performing duties in connection with any Business or Farming Operations you conduct.

**"Surface Waters"** means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

**"Vacant"** refers to the circumstance where, regardless of the presence of furnishings:

- (a) all occupants have moved out with no intention of returning to take up residence at the "dwelling" and no new occupant has taken up residence; or,
- (b) in the case of a newly constructed "dwelling", no occupant has yet taken up residence.

**"Water main"** means a pipe forming a part of a water distribution system, which conveys consumable water but not wastewater.

**"We", "us" or "our"** means the company providing this insurance.

**"You" or "your"** refers to the "Insured"